



RECEIVED

BellSouth Telecommunications, Inc.

333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

2003 SEP 30 AM 8:33

T.R.A. DOCKET ROOM

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

September 29, 2003

VIA HAND DELIVERY

Hon. Deborah Taylor Tate
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Digital Teleport, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 03-00536

Dear Chairman Tate:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Digital Teleport, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated June 21, 2003. The Amendment transfers the Interconnection Agreement to CenturyTel Fiber Company II, LLC.

Thank you for your attention to this matter.

Sincerely yours,


Guy M. Hicks

cc: Daniel Davis, General Counsel, Digital Teleport, Inc.
Harry N. Malone, Esquire, Swidler Berlin Shereff Friedman, LLP

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Digital Teleport, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND DIGITAL TELEPORT, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, DIGITAL TELEPORT, INC. ("DTI") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 21, 2003 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, DTI and BellSouth state the following:

1. DTI and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to DTI. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on September 22, 2003.
2. The parties have recently negotiated an Amendment to the Agreement which transfers the Interconnection Agreement to CenturyTel Fiber Company II, LLC. A copy of the Amendment is attached hereto and incorporated herein by reference.
3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, DTI and BellSouth are submitting their Amendment to the TRA for its consideration and

approval. The Amendment provides that either or both of the parties are authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and DTI within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. DTI and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

DTI and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 29th day of Sept., 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

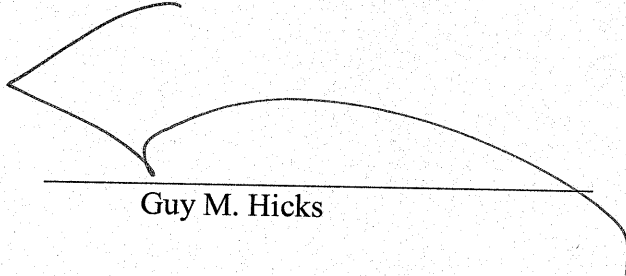
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 29th day of Sept, 2003:

Daniel Davis
General Counsel
Digital Teleport, Inc.
14567 N Outer Forty
Chesterfield, MO 63017

Harry N. Malone, Esquire
Swidler Berlin Shereff Friedman, LLP
30000 K Street, NW, Suite 300
Washington, DC 20007



Guy M. Hicks

ASSIGNMENT AND ASSUMPTION OF INTERCONNECTION AGREEMENT

This Assignment and Assumption of Interconnection Agreement (Agreement) is made and entered into by and between BellSouth Telecommunications, Inc., (BellSouth), CenturyTel Fiber Company II, LCC, (hereinafter referred to as "Assignee"), and Digital Teleport, Inc. (hereinafter referred to as "Assignor").

WHEREAS, Assignor entered into that certain interconnection agreement dated June 21, 2003 with BellSouth, providing for, among other things, interconnection, collocation, resale, and access to unbundled network elements in the state of Tennessee (the "Interconnection Agreement"), as more particularly described in the Interconnection Agreement;

WHEREAS, Assignor has agreed to assign the Interconnection Agreement and all of its rights in and to the Interconnection Agreement to Assignee, and Assignee has agreed to assume all of Assignor's obligations under the Interconnection Agreement;

WHEREAS, BellSouth consents to such assignment and assumption hereunder;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby transfer and assign to Assignee, its successors and assigns, all rights, title and interests of Assignor in, to and under the Interconnection Agreement.
2. Assignee hereby assumes and agrees to perform all of Assignor's obligations under the Interconnection Agreement, including, without limitation, all deposits and payment obligations related to services and products purchased under the Interconnection Agreement, regardless of whether such obligations relate to the period prior to, on, or after the date of this Agreement, including, without limitation, payment of all amounts for services provisioned or orders placed by Assignor under the Interconnection Agreement on or before the date of this Agreement.
3. Any changes to the OCNs, ACNAs, CICs or billing names and addresses resulting from this Agreement may result in additional charges and conditions (including, e.g., hold periods applied to ordering capabilities). Assignee is responsible for ensuring compliance with BellSouth's requirements with respect to such changes and agrees to pay all applicable charges associated with such changes. Assignee and BellSouth agree to cooperate in good faith in making any such changes.
4. BellSouth, by its signature below, hereby consents to and approves of the assignment and assumption set forth herein and, except as set forth herein, hereby agrees to furnish to Assignee pursuant to the Interconnection Agreement all services originally provisioned to Assignor under the Interconnection Agreement. Assignee specifically agrees to assume the unspecified portion of the minimum term, and any termination liability, applicable to such services.

5. Payment of any refund or extension of any credit or other rights required by law in connection with the above must be made by BellSouth in the manner and to the person required by the applicable tariff or regulatory authority, notwithstanding anything to the contrary in this document.

6. This Agreement shall apply to and inure to the benefit of, and be binding upon and enforceable against the parties hereto and their respective successors, administrators and assigns, to the same extent as if they were original parties hereto.

7. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

8. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the parties.

9. This Agreement shall be construed, governed and interpreted under the laws of the State of Georgia, without regard to its conflict of laws provisions.

Dated to be effective the 8th day of September, 2003.

ASSIGNEE: CenturyTel Fiber Company II, LLC

Signature: [Signature]
Name Dan Davis
Title General Counsel
Date 9/2/03

ASSIGNOR: Digital Teleport, Inc.

Signature: [Signature]
Name Dan Davis
Title Senior Vice President
Date 9/2/03

ACKNOWLEDGED AND AGREED:
BellSouth Telecommunications, Inc.

Signature: [Signature]
Name Patrick C. Finley
Title Asst. Director
Date 9/8/03